

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
FORT WAYNE DIVISION**

PEKIN INSURANCE COMPANY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CAUSE NO.: 1:17-CV-141-TLS
	)	
LIGHTHOUSE DELIVERANCE,	)	
CATHEDRAL, INC. and KAREN	)	
DEAVER,	)	
	)	
Defendants.	)	

**OPINION AND ORDER**

This matter is before the Court on a Motion to Approve Consent Judgment [ECF No. 32], filed by the parties on October 12, 2017, and signed by counsel for Plaintiff Pekin Insurance Company (Pekin) and Defendant Karen Deaver, appearing pro se. These parties represent to the Court that they have reached an agreement regarding the coverage limitations of the Business owners Policy No. 00BU28938-R (the Policy), which was issued by Pekin to Lighthouse Deliverance Cathedral, Inc. (Lighthouse) for two premises. The premises were subsequently acquired by Deaver. The parties ask the Court to enter judgment as stipulated by the parties.

On April 9, 2017, Pekin filed a Complaint for Declaratory Judgment [ECF No. 1] against Defendants Lighthouse and Deaver, requesting that the Court declare that Lighthouse and Deaver could not recover under the renewed Policy for damage and destruction to the premises. On June 2, 2017, Lighthouse filed an Answer to the Complaint [ECF No. 10]. On August 4, 2017, Magistrate Judge Susan Collins granted Pekin leave to deposit the sum of \$5,571.67 into the Registry of the Court. [ECF No. 18.] On July 31, 2017, the Clerk entered default against Defendant Deaver, and on August 19, 2017, the Plaintiff filed a Motion for Default Judgment as

to Deaver [ECF No. 19]. On August 30, 2017, Defendant Deaver filed an Answer to the Complaint [ECF No. 23], and the Plaintiff moved to strike [ECF No. 27]. On September 26, 2017, the Court denied at moot the Plaintiff's Motion for Default Judgment with leave for the Plaintiff to refile after a ruling on its pending Motion to Strike [ECF No. 30].

In the pending Agreed Judgment, the Plaintiff and Defendant Deaver stipulate to the entry of judgment as follows: Defendant Deaver cannot recover any insurance proceeds under the Renewal for the Fire-related damage/destruction of the Building and the Business Personal Property located within the Building, and Plaintiff Pekin cannot recover any damages, attorney's fees, costs, or expenses from Defendant Deaver in connection with the Fire and this action. The Court, being duly advised, GRANTS the parties' Agreed Motion [ECF No. 32] and ORDERS the Clerk of this Court to ENTER JUDGMENT as follows:

(1) Karen Deaver cannot recover any insurance proceeds under the Renewal for the Fire-related damage/destruction of the Building and the Business Personal Property located within the Building.

(2) Pekin cannot recover any damages, attorney's fees, costs or expenses from Karen Deaver in connection with the fire and this action.

SO ORDERED on October 20, 2017.

s/ Theresa L. Springmann  
CHIEF JUDGE THERESA L. SPRINGMANN  
UNITED STATES DISTRICT COURT